

EARN INTEREST PROMOTION TERMS AND CONDITIONS

賺取利息推廣活動 條款及條件

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

無須購買。若受限制即告無效。

These Terms and Conditions were last modified in 11 November 2020.
條款及條件最後更新於 2020 年 11 月 11 日。

- 1. THE PROMOTION:** This promotion is offered by FXCM Bullion Limited (“**FXCM**”) in accordance with these Promotion Terms and Conditions (the “**Promotion Terms**”) to existing and new clients of FXCM (“**You**” or “**Your**”) (the “**Promotion**”).

推廣活動: 本推廣活動是福匯金業有限公司(「福匯」)根據此等推廣活動的條款及條件(「推廣活動條款」)而向福匯現有及新客戶(「閣下」或「閣下的」)提供的推廣活動(「推廣活動」)。
- 2. BINDING AGREEMENT:** You agree that by participating in the Promotion that You will be bound by the Promotion Terms as well as the FXCM’s Terms of Business that apply to Your Account (“**FXCM Terms**”). In the event of any conflicts or inconsistency between FXCM Terms and these Promotion Terms, FXCM Terms shall prevail.

約束性協議: 閣下同意，通過參加本推廣活動，閣下將會受到推廣活動條款及適用於閣下賬戶的福匯業務條款(「福匯條款」)所約束。如福匯條款與此等推廣活動條款有任何衝突或歧義，概以福匯條款為準。
- 3. ELIGIBILITY:** To be eligible to take part in the Promotion You must:

資格: 為符合資格參加本推廣活動，閣下必須：

 - 3.1. hold a USD or HKD denominated account with FXCM (“**Account**”); and
持有福匯的美元或港元結算賬戶(「賬戶」); 及
 - 3.2. be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);
年滿十八歲以上或達到閣下所屬司法管轄區的成年歲數以上(如閣下為個人);
 - 3.3. not be a client of FXCM Pro.
並非 FXCM Pro 的客戶。

(the “**Qualifying Applicant**”).
(「合資格申請人」)
- 4. DURATION:** The promotion starts on 30 November 2020 at 5:00 P.M. (Eastern Standard Time) (“**EST**”).

活動時間: 該推廣活動將於美東時間(EST)2020年11月30日下午5:00開始。
- 5. HOW TO PARTICIPATE:** You must be a Qualifying Applicant. There is no minimum margin necessary to earn interest.

如何參加: 閣下必須為合資格申請人。賺取利息沒有最低保證金要求。
- 6. PAYMENT OF INTEREST:**

利息支付:

 - 6.1. Subject to Clause 6.3 and You being a Qualifying Applicant, 2.5% annual percentage rate interest or any other amount of interest to be determined by FXCM in its sole and absolute

discretion (“APR”) will be paid into the Account on non-invested margin up to USD 50,000 for USD denominated accounts and HKD 400,000 for HKD denominated accounts, or any maximum amount as determined by FXCM in its sole discretion at any time, with or without notice. The interest rate applied to Your Account is established at our discretion and is variable and subject to change at any time without notice to You.

受到條款 6.3 且閣下作為合資格申請人的約束，在予以或不予以通知的情況下，2.5%的年利率或任何其他由福匯絕對全權酌情決定的金額利率（「年度利率」）將以非投資保證金不超過 50,000 美元的方式存入美元結算賬戶以及 400,000 港元的方式存入港元結算賬戶或福匯絕對全權酌情決定的任何最高金額存入賬戶。應用於閣下賬戶的利率由我們自行決定且會隨時變化，並在不予以閣下通知的情況下隨時更改。

- 6.2. Interest on usable margin is paid monthly. The credit typically arrives within seven business days of the month’s end.
可用保證金的利息將按月支付。款項一般在月底的七個工作日內入賬。
- 6.3. The Account must be open and not subject to any dispute or default on the date the interest falls due to the Qualifying Applicant’s Account.
在支付利息當日，合資格申請人賬戶必須為開放賬戶且無任何爭議或違約。
- 6.4. FXCM reserves the right, in its sole and absolute discretion, to discontinue the provision of interest-bearing accounts or change the terms and conditions on which interest is applied.
福匯保留全權絕對酌情決定終止提供計息賬戶或更改應用利息的條款及條件的權利。

7. LIABILITY:

法律責任:

- 7.1. To the maximum extent permitted by law, You indemnify and agree to keep indemnified FXCM at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission by You and/or a breach of any representation and warranty by You set forth herein. To the maximum extent permitted by law, You indemnify and agree to keep indemnified FXCM at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which FXCM will or may become liable by reason of or related or incidental to any act, default or omission by You under these Promotion Terms including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these Promotion Terms by You. To the maximum extent permitted by law, You agree to hold FXCM, its directors, officers, employees and assigns harmless for any injury or damage caused or claimed to be caused by Your participation in the Promotion.

在法律允許的最大範圍內，閣下將因閣下和/或閣下違反本文所述的任何陳述與保證的任何作為、違責、不作為所導致的任何法律責任、索賠、要求、損失、損害、成本和費用進行賠償以及同意持續進行賠償。在法律允許的最大範圍內，閣下將因閣下的任何作為、違責或不作為而連帶福匯將因或可能因相關或附帶責任所導致的任何法律責任、索賠、要求、損失、損害、成本和費用進行賠償以及同意持續進行賠償。包括但不限於，因違反本推廣活動條款而導致或與之相關的任何違反、不遵守、作為或不作為，不論是疏忽或以其他方式作出。在法律允許的最大範圍內，您同意讓福匯董事、高級管理人員、員工和分配人免受於因參與本推廣活動引起或聲稱引起的任何傷害或損害。

- 7.2. To the extent permitted by law, your rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Promotion are hereby excluded, and You expressly waive any and all such rights.

在法律允許的範圍下，如因為或與本推廣活動有關而發生糾紛或申索，閣下的訴訟權、對司法或任何其他程序尋求禁制令或任何其他追索權的權利將會謹此被免除，而閣下明確放棄任何及全部此等權利。

8. GENERAL CONDITIONS:

一般性條款:

- 8.1. PARTICIPATING IN THIS PROMOTION DOES NOT GUARANTEE POSITIVE RETURNS. ALL PARTICIPANTS HAVE THE POTENTIAL TO EXPERIENCE LOSSES IN EXCESS OF DEPOSITED FUNDS.
參與此次推廣活動並不保證積極回報。所有參與者均有可能遭受超過存入資金的損失。
- 8.2. This Promotion may not be used in conjunction with any other offer or promotion by FXCM.
此推廣活動不得與其他由福匯提供的折扣與推廣活動共同使用。
- 8.3. Interest payments are transferable to other FXCM Accounts.
利息款項可轉移至其他福匯賬戶。
- 8.4. FXCM reserves the right to refuse any Qualifying Applicant to participate in this Promotion that is believed to be in breach of the Promotion Terms and/or FXCM Terms. By participating in the Promotion, You agree to comply with and be bound by the Promotion Terms. FXCM reserves the right to refuse any Qualifying Applicant to participate in this Promotion in its sole and absolute discretion. In the event a Qualifying Applicant or non-Qualifying Applicant (the “Unauthorized Participant”) takes part in the Promotion and is in breach of either the Promotion Terms or the FXCM Terms, FXCM reserves the right, without prejudice to any other rights under the Promotion Terms and/or FXCM Terms, to immediately withdraw the Promotion from the Account and/or demand the immediate return of the aggregate interest payments, which will be deemed a debt lawfully owed by the Unauthorized Participant to FXCM.
福匯保留拒絕任何被認為違反推廣活動條款和/或福匯條款的合資格申請人參與本推廣活動的權利。參加此推廣活動表示閣下同意遵守及受推廣活動條款所約束。福匯保留全權絕對酌情決定拒絕任何合資格申請人參加本推廣活動的權利。若一名合資格申請人或非合資格申請人(「未經批准參與者」)參加推廣活動,在不損害推廣活動條款及/或福匯條款的任何其他權利的情況下,福匯保留立即從賬戶撤銷推廣活動及/或要求歸還將會被視為未經批准參與者合法欠負福匯的債務的利息總額。
- 8.5. FXCM reserves the right at its sole discretion to alter, amend, modify, suspend or terminate this Promotion, or any aspect of it without prior notice. In such event FXCM will make reasonable efforts to notify You by email.
福匯保留全權酌情更改、修訂、修改、暫停或終止本推廣活動或其任何部份的權利而毋須事先作出通知。在此情況下,福匯將盡合理努力以電郵方式通知閣下。
- 8.6. FXCM may, in its discretion, cancel, or reverse a reward if a payment is made in error.
若款項支付有誤,福匯可酌情取消或收回獎金。
- 8.7. If the Promotion cannot be executed as planned, due to reasons beyond the control of FXCM, including (but not limited to) any problems or technical malfunction, or any applicable instrument being delisted or changed substantially, FXCM shall incur no liability and the interest will not be paid.
若此推廣活動無法按計劃執行,其原因是福匯不可控因素,包括(但不限於)任何問題或技術故障、或任何適用產品退市或產生重大改變,福匯對閣下概不承擔責任且利息將不會被支付。
- 8.8. All former and current employees, interns and contractors of FXCM (the “Staff”), and each of its affiliates and subsidiaries and the Staff’s immediate family members and persons with whom such employees are domiciled are prohibited from participating in the Promotion.
福匯的所有前任員工以及現任員工、實習生和承包商(「僱員」),與其所有聯屬公司和附屬公司以及僱員的直系親屬和共同居住人士均不得參與此次推廣活動。
- 8.9. Qualifying Applicants are solely responsible for the payment of any and all taxes, including but not limited to federal, state and local taxes that may apply on their Account however arising. FXCM shall have the right, but not the obligation, to make any deductions and withholdings that FXCM deems necessary or desirable under applicable federal, and local tax laws, rules, regulations, codes or ordinances.

合資格申請人全權負責支付任何及所有稅項，包括但不限於可能適用於其賬戶的聯邦、州及地方稅項。福匯有權利，但沒有義務根據適用的聯邦及地方稅法、法規、規章、規範或條例作出任何福匯認為需要或適宜的扣除或扣繳。

- 8.10. If any provision(s) of these Promotion Terms is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
若本推廣活動條款的任何條文被視為無效或無法強制執行，其餘所有條文仍仍然完全有效。
- 8.11. Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.
除上下文另有所指外，凡提及任何性別即包括所有性別，凡使用單數形式即包括複數形式，反之亦然。
- 8.12. You agree and give your express consent for FXCM to share with its agents, business partners, successors during and after the Promotion, Your personal information including, without limitation Your, name, address, email address, and Account opening information (the "Personal Data"), to be selected by FXCM at its sole and absolute discretion and without further recourse to you. Any Personal Data shall be used solely in accordance with relevant data protection legislation and best practices. You agree that You are subject to FXCM's privacy policy, which can be found here: <http://www.fxcmbullion.com/en/legal/privacy-policy/>
閣下同意並明確同意福匯在推廣活動期間及之後與其代理人、業務夥伴、繼任人共享閣下的個人信息，包括但不限於由福匯全權絕對酌情選擇閣下的姓名、地址、電郵地址及開戶信息（「個人數據」），而不會向閣下進一步追索。任何個人數據僅應根據相關數據保護法規及最佳做法使用。閣下同意閣下將受到福匯的私隱保障政策所約束，請按此瀏覽：
<http://www.fxcmbullion.com/tc/legal/privacy-policy/>
- 8.13. FXCM may, at its sole discretion, provide You with translations of the Promotion Terms. The original English version shall be the only legally binding version for FXCM and You. In case of discrepancies between the original English version and other translations in Your possession, the original English version shall prevail.
福匯可以自行酌情決定是否為閣下提供此推廣活動條款的譯本。英文原版是福匯與閣下之間唯一具有法律約束力的版本。如英文原版與閣下持有其他譯文有所出入，概以英文原版為準。

9. GOVERNING LAW AND VENUE: These Promotion Terms shall be governed by and construed in accordance with the governing law clause of the FXCM Terms and the courts of the chosen jurisdiction therein.

監管法律及監管地：此等推廣活動條款將受到福匯條款的監管法律條款及當中所選擇的司法管轄區的法院監管及據此詮釋。